

WO-C2.11#, 2400-6

C2.11# – TIMBER SUBJECT TO AGREEMENT. (2/71) In addition, there is within Sale Area an unestimated quantity of:

| Species | Product |
|----------------|----------------|
| | |
| | |

that shall be Included Timber upon written agreement.

INSTRUCTIONS: Include in sales having timber subject to agreement.

Do not list B2.11 as inapplicable in A27.

Utilization standards and payment rates will be stated in A2 and A5 of the sample and final contracts. The entries in A2 will be identified by the heading “Timber Subject to Agreement under C2.11#.”

Such agreement should be made on an area basis and may be for the entire sale area or a portion, such as a subdivision.

TABLE PURSUANT TO C2.11# - TIMBER SUBJECT TO AGREEMENT (02/1971)

| Species | Product |
|---------|---------|
| | |
| | |

WO-C2.3#, 2400-6

C2.3# – RESERVE TREES. (4/04) Notwithstanding the designations for cutting under B2.31, B2.32, B2.33, or B2.34, live or dead 1/<> reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by 2/<> and shall be protected in accordance with C6.32#. Units with reserve trees are shown on Sale Area Map.

INSTRUCTIONS: *Include in sales where certain trees or groups of trees (such as trees reserved for wildlife, seed trees, superior trees, research trees, etc.) are not to be cut within clearcutting units, overstory removal units, understory removal units, road clearing limits, or other authorized clearings.*

Include C6.32# as a companion provision. Show units with reserve trees on the sale area map.

Do not list B2.3 as inapplicable in A21.

Reserve trees must be plainly identified prior to sale advertisement.

1/ Enter wildlife, superior tree, etc.

2/ Enter method.

WO-C2.323, 2400-6

C2.323 – CONSTRUCTION CLEARING. (9/02) Purchaser shall not fell timber within the clearing limits of Specified Roads shown in sale advertisement nor shall products from such timber be removed until Forest Service notifies Purchaser in writing of location and availability. Such timber is Included Timber and that timber meeting Utilization Standards shall be removed by Purchaser at the earliest practicable time after access to products is authorized by Forest Service. Nothing in this Subsection shall be construed so as to prevent Purchaser from subcontracting logging of right-of-way timber from road contractor.

INSTRUCTIONS: Include in contracts where a qualified small business purchaser elects Forest Service construction of specified roads shown in sale advertisement or where the sale requires construction of one or more specified roads to a higher standard than needed for the sale and the purchaser elects for the Forest Service to construct those higher standard roads.

Include C4.12# and C8.41 as companion provisions when a qualified small business purchaser elects Forest Service construction of specified roads.

Include C4.12# as a companion provision when the purchaser elects for the Forest Service to construct higher standard roads.

R6-C2.35# (Option 1), 2400-6

C2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION. (6/08) All <> which meet the minimum tree diameter stated in A2 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with B2.37.

Leave trees, Marked with <>, or identified by <>, are not to be cut, unless designated by the Forest Service.

INSTRUCTIONS: For use with individual marked and leave tree marked sales, the blank may be completed by inserting, "trees Marked with blue paint," "trees not Marked with orange paint," or designated by species "all lodgepole pine 8 inches in diameter measured at stump height," etc. Windthrown timber existing prior to sale date and not intended to be Included Timber will be indicated on Sale Area Map. The blank must be filled out in a logical and understandable manner. For designation by description units, enter in the blank "trees meeting the attached designation description" and insert the description in the contract following the page listing the provision. For example, if the provision is on page "21", the description will be numbered page "21a", 21b, 21c, etc., and titled "DESCRIPTION PURSUANT TO C2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION (06/2008)". Enter Sale Name and Page number at the top of each description page, as shown on other contract pages. Font is Courier New, size 8, for Sale Name, Page number, and description.

Apply Dx/D only to the trees inside the unit boundary. Trees adjacent to, but outside the unit boundary, are not to be used in applying Dx/D.

If leave trees are not marked with orange tracer paint, enter "N/A". Enter in the next fill-in "the description in the attached table", or something similar for Dx/D.

DO NOT MAKE B2.35 INAPPLICABLE BY LISTING IN A21.

Sale Name:

Page

DESCRIPTION PURSUANT TO C2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION (06/2008)

INSERT DESIGNATION BY DESCRIPTION HERE

WO-C2.355# (5/15), 2400-6

C2.355# – DESIGNATION BY PRESCRIPTION. (5/15) Within Subdivision(s) or cutting unit(s) <>, as shown on Sale Area Map, the following criteria shall be used by Purchaser to designate trees and other products for cutting and removal.

- (a) 1/ <>.
- (b) Additional trees to be cut, if any, are Marked by Forest Service with 2/ <> tracer paint.
- (c) Cutting unit boundaries and other trees that shall be left uncut are Marked by Forest Service with 2/ <> tracer paint.

Purchaser may select cut trees in cutting units 3/ <> without pre-harvest marking in accordance with the criteria in (a). If specified in (a) Purchaser shall Mark leave trees in cutting units 4/ <> with Purchaser's non-tracer 2/ <> paint for inspection and approval by Forest Service prior to cutting.

INSTRUCTIONS: For optional use upon approval by the District Ranger on sales that utilize prescriptions to designate trees to be cut and removed and/or trees to be retained. Use DxP for sale area map symbol. Additional cut trees, boundary trees, and other required leave trees must be marked prior to sale advertisement.

1/ Identify the prescriptive criteria, e.g., "Retain a minimum basal area of 80 square feet per acre in the largest trees. Pine shall be favored over true fir." If more than one prescription is used list the units that each prescription applies to. For complex stands or complex prescriptions consider requiring the Purchaser to mark leave trees prior to harvest; specify that in (a) and list the units requiring marking in the last paragraph. Do not incorporate guides (e.g. how to identify legacy trees) or other documents by reference to sources not included in the contract.

2/ State paint color (blue, yellow, or green) for cut trees. State paint color (orange, pink or white) for leave trees and cutting unit boundary trees.

3/ List the cutting units that the prescription(s) in (a) permit the Purchaser to select cut trees without pre-harvest marking. Enter N/A if no units permit the Purchaser to select cut trees.

4/ List the cutting units that the prescription(s) in (a) require the Purchaser to mark leave trees prior to cutting. Enter N/A if Purchaser is not required to mark leave trees in any cutting units prior to cutting.

Regional Foresters shall establish procedures and standards for inspecting DxP and include those in a companion provision titled C6.36 Acceptance of Work. Do not make B6.36 inapplicable. Inspection and acceptance procedures must be included in the contract regardless of whether the Purchaser is required to mark leave trees or is authorized to select cut trees without marking. Acceptable tolerances must be specified in the inspection and acceptance criteria. For example if the desired residual BA/acre is 85 ft², the acceptable tolerances might be between 80 and 90 ft². If no range is specified any deviation from the fixed amount specified would be non-compliance or breach.

R6-C3.47#, 2400-6

C3.47# - ABNORMAL DELAY. (9/04) Unless otherwise agreed, felled timber meeting Utilization Standards shall be removed by Purchaser pursuant to B2.2 and shall be presented for Scaling within the time period indicated in the following removal schedule. The number of days shown are consecutive calendar days.

Failure to remove and present such timber for Scaling within the required time limits will be considered abnormal delay, subject to B3.47.

See attached removal schedule.

REMOVAL SCHEDULE

| <u>Included Timber</u> | <u>Time Limits</u> |
|---|--|
| ALL. | <> days after felling is started. |
| All timber decked during construction clearing. | <> days after felling on each Specified Road constructed by Purchaser is initiated. |
| Timber decked during road construction. | <> days after Forest Service authorizes Purchaser to use roads pursuant to B5.2. ^{1/} |

INSTRUCTIONS: Use in all new contracts and at time of extension. Complete all as applicable. For those not applicable, enter "N/A".

Timing of removal should be stated in terms of time allowed after a specific event, i.e., starting felling, final road acceptance, acceptance as substantially complete, authorization for use of opted roads, etc. The purpose is to assure no significant amount of deterioration (or additional deterioration) will occur, yet provide a reasonable amount of time to remove the volume felled.

<> For green sales, enter at least 30 days, and any additional time available prior to the time of expected deterioration. For salvage sales, enter no more than 30 days as to minimize deterioration and value loss.

1/ Include if the engineer's estimate of road costs is over \$50,000. Otherwise, enter "N/A".

For use with TIM, the removal schedule is inserted into the contract on the page following the provision. For example, if the provision is on page "21", the removal schedule will be numbered page "22", and titled "REMOVAL SCHEDULE PURSUANT TO C3.47# - ABNORMAL DELAY (09/2004)". Complete Sale Name, Page number, and Removal Schedule. Font is Courier New, size 8.

REMOVAL SCHEDULE PURSUANT TO C3.47# - ABNORMAL DELAY (09/2004)Included TimberTime Limits

| | | |
|---|----|--|
| ALL. | <> | days after felling is started. |
| All timber decked during construction clearing. | <> | days after felling on each Specified Road constructed by Purchaser is initiated. |
| Timber decked during road construction. | <> | days after Forest Service authorizes Purchaser to use roads pursuant to B5.2. |

WO-C4.211, 2400-6

C4.211 - DOWNPAYMENT. (6/07) The downpayment amount shown in A18 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to B9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale has been charged and paid for, or (b) the estimated value of the unscaled timber is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value of the unscaled timber is equal to or less than the amount of the downpayment.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

INSTRUCTIONS: Include in all new FS-2400-6 contracts. Add to existing contracts by modification when requested by purchaser.

List B4.211 as inapplicable on A21.

WO-C4.212, 2400-6

C4.212 – TEMPORARY REDUCTION OF DOWNPAYMENT. (8/09) Notwithstanding B4.211 or C4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Purchaser to delay or interrupt operations for reasons other than breach;
- (2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the contracting officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

INSTRUCTIONS: Include in all new FS-2400-6 contracts. Add to existing contracts by modification when requested by Purchaser.

WO-C4.219#, 2400-6

C4.219# – COST SHARE ROAD DEPOSITS. (4/04) Purchaser is authorized to use cooperative roads constructed under provisions of a cooperative agreement, dated 1/<>, between 1/<>, Cooperator, and Forest Service, and available for inspection at the Forest Supervisor's Office. Under the terms of this agreement, Purchaser will be required to make a lump sum payment of \$2/<> for use of cooperative roads. Purchaser shall make this deposit in advance of road use, unless Purchaser provides a payment bond under B4.3. If a payment bond is provided, Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. The amount of the Required Deposit will be shown as an associated charge on Purchaser's Timber Sale Account. If Purchaser is also the Cooperator under the agreement, the amount of the Required Deposit will be credited to the Cooperator as part of Forest Service's commensurate cost share.

INSTRUCTIONS: Use this provision when sales contain cost share roads and payment is required.

1/ Enter the date of the agreement and the name of the cooperator.

2/ Enter the dollar amount that the Forest Service will be required to pay the cooperator under the agreement.

WO-C4.4, 2400-6

C4.4 – PAYMENTS NOT RECEIVED. (8/12)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection for, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal, road maintenance, and contract Scaling deposits;
- (ii) Cooperative work at rates established by specific agreement under B4.218;
- (iii) Damages pursuant to B9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to B4.22;
- (vi) Periodic payments pursuant to B4.213;
- (vii) Extension Deposits pursuant to B4.217; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under B9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

(iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Purchaser's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Purchaser's Operations, and administrative offset, shall be stayed for so long as:

- (i) A bona fide dispute exists as to Purchaser's obligation to make such payment and
- (ii) Purchaser files and prosecutes a timely Claim.

INSTRUCTIONS: Include in all new FS-2400-6 contracts.

Add to existing contracts by modification when requested by Purchaser.

List B4.4 as inapplicable in A21.

R6-C5.1# (Option 1), 2400-6

C5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION. (6/08) In addition to the requirements of B5.1 and B6.63, Purchaser and Forest Service will agree to the design, construction, maintenance, closure, and obliteration of all Temporary Roads.

Construction of Temporary Roads in areas shown on Sale Area Map shall be in accordance with the attached plans or criteria.

Unless otherwise agreed, if Purchaser's Operations require more than <> cubic <1/> of rock for Temporary Roads, landings, or other temporary uses, such rock shall be obtained from commercial sources.

PLANS AND/OR CRITERIA PURSUANT TO C5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008)

INSTRUCTIONS: For use in all sales with: a) requirements in excess of typical or usual temporary road construction, and/or b) areas which require rocking. Only include plans and/or criteria if construction requirements are in excess of typical or usual construction, as required by the NEPA document and decision. Insert in the blank the amount of rock estimated in the appraisal for use on Temporary Roads and landings.

For use in TIM, the plans and/or criteria are inserted into the contract on the page following the provision. For example, if the provision is on page "21", the plans and/or criteria will be numbered page 21a, 21b, 21c, etc., and titled "PLANS AND/OR CRITERIA PURSUANT TO C5.1# (OPTION 1) – TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008)". Enter Sale Name and Page number, and insert plans and/or criteria as needed. Font is Courier New, size 8.

1/ - Enter "meters" or "yards".

See following example:

PLANS AND/OR CRITERIA PURSUANT TO C5.1# (OPTION 1) – TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008)

- 1. Temporary roads will only be built during the summer season.***
- 2. Road surface, and all cut and fill slopes, shall be seeded prior to September 1 of each operating season with approved seed mix per C6.6#.***
- 3. Straw bales shall be placed in road ditches every 100 feet, and in the intake and outflow of all culverts, to control soil movement.***

Sale Name:

Page

PLANS AND/OR CRITERIA PURSUANT TO C5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING
CONSTRUCTION (06/2008)

(INSERT PLANS AND/OR CRITERIA HERE. TIM WILL ENTER "N/A" IF NONE.)

R6-C5.11#, 2400-6

C5.11# – LAND USE AGREEMENTS. (7/01) Purchaser shall adhere to all requirements and stipulations contained in the agreement(s) in the attached table.

See attached table of agreement(s).

| <u>Type of Agreement</u> | <u>Grantor</u> | <u>Purpose</u> |
|--------------------------|----------------|----------------|
| <> | | |

INSTRUCTIONS: Enter type of agreement(s); easement, rights-of-way, agreement, etc., name of person granting rights to the Forest Service, and the purpose of the agreement(s). Said agreement(s) shall be available for review at the offices of the Forest Supervisor and District Ranger.

DO NOT MAKE B5.11 INAPPLICABLE.

For use in TIM, the table of agreements is inserted into the contract following the page listing the provision. For example, if the provision is on page "21", the table will be numbered page "22", and titled "TABLE PURSUANT TO C5.11# - LAND USE AGREEMENTS (07/2001)". Enter Sale Name, Page number, and table data. Font is Courier New, size 8.

Example:

TABLE PURSUANT TO C5.11# - LAND USE AGREEMENTS (07/2001)

| <u>Type of Agreement</u> | <u>Grantor</u> | <u>Purpose</u> |
|--------------------------|----------------|---|
| Right-of-way | John Smith | Allow use of private road to haul logs. |
| Agreement | Joe Jones | Permit tailholds on private property needed for unit 3. |

Sale Name:

Page

TABLE PURSUANT TO C5.11# - LAND USE AGREEMENTS (07/2001)

Type of Agreement

Grantor

Purpose

WO-C5.12#, 2400-6

C5.12# – USE OF ROADS BY PURCHASER. (6/99) Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

| <u>Code</u> | <u>Use Limitations</u> |
|-------------|---|
| X | Hauling prohibited |
| R | Hauling restricted |
| U | Unsuitable for hauling prior to completion of agreed reconstruction |
| P | Use prohibited |
| A | Public use restriction |
| W | Regulation waiver |

Roads coded A will be signed by Forest Service to inform the public of use restrictions. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

Restricted Road List

| Road Number | Road Name | Termini | | Map Legend | Description of Restrictions |
|-------------|-----------|---------|----|------------|-----------------------------|
| | | From | To | | |
| | | | | | |
| | | | | | |
| | | | | | |

INSTRUCTIONS: Include when limitation of road use is necessary for the reasons described in B5.12.

Do not list B5.12 as inapplicable in A27.

Note reference to sale area map.

For use with TIM, the road list and road rules are inserted into the contract on the page following the provision. If the provision is on page "21", the road list will be numbered page "22" and titled "TABLE PURSUANT TO C5.12# - USE OF ROADS BY PURCHASER (06/1999)". Enter Sale Name, Page number, table data, and name and date of governing road rules. Font is Courier New, size 8. Add rows to the table as needed for additional roads.

Sale Name:

Page

TABLE PURSUANT TO C5.12# - USE OF ROADS BY PURCHASER (06/1999)

Restricted Road List

| Road Number | Road Name | Termini | | Map Legend | Description of Restrictions |
|----------------|-----------|---------|----|---------------|--------------------------------|
| | | From | To | | |
| | | | | | |
| | | | | | |
| | | | | | |

Title and Date of Governing Road Rules Document:

<>
Commercial Road Rules

<>
Effective Date

WO-C5.13#, 2400-6

C5.13# – ROAD COMPLETION DATE. (4/04) Construction of Specified Roads shall be completed no later than 1/ <>; except for earlier construction completion dates for roads listed below:

| Road Number | Road Name | Station | | Completion Date |
|-------------|-----------|---------|----|-----------------|
| | | From | To | |
| <u>2/</u> | | | | |
| | | | | |
| | | | | |

Completion date is binding on the party that constructs road, whether Purchaser or Forest Service. Contracting Officer shall modify the completion date in writing to conform to the approved Plan of Operations under B6.311 at the request of Purchaser.

When Purchaser elects Forest Service construction of Specified Roads shown in sale advertisement, Forest Service may adjust construction completion date when road construction is delayed or interrupted for causes that qualify for an adjustment of the completion date of Forest Service's road construction contract. When qualifying delays or interruptions of road construction occur, Forest Service shall evaluate such occurrences and document any findings. The current status of any adjustment shall be available to Purchaser on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Purchaser written notice of (a) number of qualifying days claimed, and (b) new construction completion dates. After all road construction is complete, Forest Service shall grant Contract Term Adjustment. Such adjustment shall be limited to road completion date delays that occurred during Normal Operating Season.

If Forest Service is responsible for road construction and the actual date of road completion is 1 year or more after the completion date stated above, Purchaser may request a rate redetermination under B3.3 for remaining volume. Such request must be made within 30 days of notification that road construction has been completed. Upon receipt of such request, Forest Service shall redetermine rates using standard methods in effect on the completion date of road construction. Rates to be established shall apply to all timber removed from Sale Area after the effective date of the rate redetermination.

Forest Service shall in no way be responsible for any delay or damage caused by road contractor in performing the road construction, except such delay as may be the fault or negligence of Forest Service.

When Purchaser constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Purchaser desires to construct an alternate facility under B5.26, Forest Service and Purchaser shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

If Purchaser fails to complete construction of any or all Specified Roads by applicable completion date, as adjusted, Contract Term Extension shall not be granted.

As used in this Subsection, construction of a road is completed when:

(a) Purchaser constructs Specified Roads and Forest Service furnishes Purchaser with written notice of acceptance under B6.36 or

(b) Forest Service constructs road and furnishes Purchaser with written notice authorizing use of road.

Notwithstanding B5.1, Purchaser shall not use a road that Purchaser has elected for Forest Service to construct, until construction is completed and Forest Service furnishes Purchaser with written notice authorizing use of road.

INSTRUCTIONS: Include in all new contracts when the estimated road construction cost is \$50,000 or more, where the sale requires construction of one or more specified roads to a higher standard than needed for the sale, or the road must be completed by a specific date to meet Forest Service management needs.

1/ Enter date stated in sale prospectus.

2/ Enter appropriate information for roads where completion will be required earlier than date specified in 1/. An earlier completion date shall be specified for a road only when (1) the earlier date is stated in the sale prospectus, and (2) the Public Works Contract will, upon election of Forest Service construction by purchaser, specify financial damages for contractor's failure to complete construction by the specified completion date. If there are no exceptions to the date entered in 1/, enter "None" under "Road Number."

TABLE PURSUANT TO C5.13# - ROAD COMPLETION DATE (04/2004)

| Road Number | Road Name | Station | | Completion Date |
|----------------|-----------|---------|----|--------------------|
| | | From | To | |
| 2/ | | | | |
| | | | | |
| | | | | |

WO-C5.213#, 2400-6

C5.213# – DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES. (4/04) Purchaser shall make a cash deposit for engineering services (preconstruction and construction) provided by Forest Service for reconstruction of National Forest system roads necessary to accommodate Purchaser's use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Purchaser for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is \$<>. Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to B4.4.

The amount of the required deposit will be shown as an associated charge on Purchaser's Timber Sale Account. Forest Service shall retain any unexpended deposit for reconstruction related engineering services.

The deposit for reconstruction related engineering services shall be commensurate with project need and Purchaser's road use. Forest Service shall complete reconstruction related engineering services on the following schedule unless a different completion schedule is agreed in writing:

| Road or Facility No. | Termini | | Engineering Services Completion Date |
|----------------------|---------|----|--------------------------------------|
| | From | To | |
| | | | |
| | | | |
| | | | |

Reconstruction related engineering services may consist of some or all of the engineering work and expense of: preparing, setting out, controlling, inspecting, and measuring the reconstruction of a National Forest system road.

INSTRUCTIONS: Use this provision in all timber sale contracts when Forest Service (either by force account or by contract) will perform pre-sale or post-sale engineering services on reconstruction listed in A7. Do not use this provision: (1) on sales that are estimated to have base rate stumpage value at time of advertisement; or, (2) if the engineering services are so minor that the costs to make the collections would exceed the deposits. Include the engineering services deposit as part of the specified road construction cost in the timber sale appraisal.

Small business purchasers who elect to have the Forest Service reconstruct the roads pursuant to Section 14i of the National Forest Management Act are still required to make this deposit.

Reconstruction related engineering services may include: (1) Post NEPA preconstruction engineering, such as but not limited to: (a) preliminary engineering investigations and reconnaissance; (b) preliminary location surveys; (c) soils, foundations, and materials investigations, surveys and tests; (d) preliminary and final designs; (e) preliminary and final plans, drawings, specifications, estimates of quantities and cost; (f) final location surveys staked on ground; and (g) right-of-way surveys, plans, and descriptions; and (2) Construction engineering, such as but not limited to: (a) construction surveys to establish line and grade for the work, to control the work, and to measure quantities; and (b) redesigning, adjusting, and changing plans, specifications, etc., to meet encountered conditions. The following work must be done by the Forest Service, so no collection is appropriate: (a) transportation planning; (b) preparation of the Government cost estimate; (c) inspecting and controlling operations for compliance with plans and specifications; (d) inspecting and testing materials to be installed; (e) inspecting and measuring completed work; and processing payments and accepting materials and work.

TABLE PURSUANT TO C5.213# - DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (04/2004)

| Road or Facility No. | Termini | | Engineering Services Completion Date |
|-------------------------|---------|----|---|
| | From | To | |
| | | | |
| | | | |
| | | | |

WO-C5.221#, 2400-6

C5.221# – MATERIAL SOURCES. (4/04) Sources of local materials are designated on Plans and Sale Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Purchaser shall determine the equipment and work required to produce the specified product, including the selection of acceptable material that is reasonably available in the source that meets specifications. The designation of source includes the rights of Purchaser to use certain area(s) for plant site, stockpiles, and haul roads.

Should the designated source, due to causes beyond the control of Purchaser, contain insufficient acceptable material, Forest Service will provide another source with adjustment in accordance with B5.253.

When Purchaser elects not to use designated sources, Purchaser shall furnish the specified product with no adjustment in unit rates. Quality testing shall be the responsibility of Purchaser. Test results shall be furnished to Forest Service.

When Purchaser elects not to use designated sources and the Schedule of Items lists pit development separately, cost allowance will be reduced under B5.253 when Forest Service determines the work will not be required.

When materials are subject to a weight measurement, the specific gravity or weight/volume relationship used as a basis for determination of estimated quantities shall be:

Source I <>, Source II <>, and Source III <>.

Purchaser may, when agreed in writing, use on the project such suitable stone, gravel, and sand, or other material found in the excavation, and will earn a cost allowance for the excavation of such materials at the corresponding contract unit price and for the pay items for which the excavated material is used. Purchaser shall replace, without additional cost allowance, sufficient suitable materials to complete the portion of the work that was originally contemplated to be constructed with such material. Purchaser shall not excavate or remove any material, except that which is within the excavation limits, without written authorization from Forest Service.

When material is appraised from non-National Forest designated sources, owner charges for the material in terms of unit cost for royalties, purchase of raw materials, or finished products shall be as follows until 1/ <>:

| Material | Type of Purchase | Owner(s) | Unit of Measure | Unit Price | Estimated Quantity | Total |
|-----------------|-------------------------|-----------------|------------------------|-------------------|---------------------------|--------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

Should quantity vary from that estimated, payment to owners shall be for units actually obtained. Purchaser shall make arrangements with owner(s) for measurement and payment for royalties, purchase of raw materials, or finished products, as shown above.

Materials produced or processed from National Forest lands in excess of the quantities required for performance of this contract are the property of Forest Service, unless prior written agreement has been obtained to use excess material on other National Forest sales. Forest Service is not obligated to reimburse Purchaser for the cost of their production.

Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on Forest Service administered land, approved by Forest Service, may be used for storage purposes and for the placing of Purchaser's plant equipment. All storage sites provided by Forest Service shall be restored at Purchaser's expense. Purchaser shall be responsible for making arrangements for storage on other than Forest Service administered lands.

When the construction of the portion of the project for which Temporary Roads used for hauling materials is completed, all such Temporary Roads shall be restored as nearly as practicable to their original ground profile, unless otherwise agreed in writing.

INSTRUCTIONS: Include in all new contracts with specified roads when National Forest sources are available or when agreement as to price, quantity, and time material is available has been obtained from private or non-National Forest sources.

In paragraph 5 enter weight/volume relationship used in the design to determine estimated quantities. Enter N/A when weight measurement is not used.

In paragraph 7 enter N/A when designated source is on National Forest land. Complete the table when purchaser payments are required for a designated private or commercial source. Enter the closing date of the signed agreement with material supplies and the type of purchase, i.e., royalty, raw material, or finished product.

1/ Enter date.

When there are specified roads and this provision is omitted the following will be added to the prospectus:

The Forest Service has appraised local material source from (Location of Source). Forest Service has not obtained any commitment for price, quantity, or when, or if, such material would be available. Bidders must make their own determination of price, availability, quantity, and time material will be available.

Sale Name:

Page

MATERIAL SOURCE TABLE PURSUANT TO C5.221# - MATERIAL SOURCES (04/2004)

| Material | Type of Purchase | Owner(s) | Unit of Measure | Unit Price | Estimated Quantity | Total |
|-----------------|-------------------------|-----------------|------------------------|-------------------|---------------------------|--------------|
| | | | | | | |
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WO-C5.31#, 2400-6

C5.31# – ROAD MAINTENANCE REQUIREMENTS. (7/01) Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

Contract Road Maintenance Requirements Summary

| Road | Termini | | Miles | Applicable Prehaul Road Maintenance Specifications | | | | | | | | | |
|------|---------|----|-------|--|--|--|--|--|--|--|--|--|--|
| | From | To | | | | | | | | | | | |
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P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable During Haul Road Maintenance Specifications | | | | | | | | | |
|------|---------|----|-------|--|--|--|--|--|--|--|--|--|--|
| | From | To | | | | | | | | | | | |
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P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable Post Haul Road Maintenance Specifications | | | | | | | | | |
|------|---------|----|-------|--|--|--|--|--|--|--|--|--|--|
| | From | To | | | | | | | | | | | |
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P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Description of work required by the above listed T-specs is shown in the following ROAD MAINTENANCE REQUIREMENTS SPECIFICATION table, and included in the timber sale contract.

INSTRUCTIONS: Include in all new contracts requiring road maintenance work or road maintenance deposits.

NOTE FOR USE IN REGION 6: Complete the CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY table, ROAD MAINTENANCE REQUIREMENTS SPECIFICATION table, including the ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES table, as needed. The narrative/description of T-specs are to be an attachment to the TIM generated contract.

TABLE PURSUANT TO C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Contract Road Maintenance Requirements Summary

| Road | Termini | | Miles | Applicable Prehaul Road Maintenance Specifications | | | | | | | | | |
|------|---------|----|-------|--|--|--|--|--|--|--|--|--|--|
| | From | To | | | | | | | | | | | |
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P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable During Haul Road Maintenance Specifications | | | | | | | | | |
|------|---------|----|-------|--|--|--|--|--|--|--|--|--|--|
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P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable Post Haul Road Maintenance Specifications | | | | | | | | | |
|------|---------|----|-------|--|--|--|--|--|--|--|--|--|--|
| | From | To | | | | | | | | | | | |
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P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Description of work required by the above listed T-specs is shown in the following ROAD MAINTENANCE REQUIREMENTS SPECIFICATION table, and included in the timber sale contract.

Sale Name:

Page

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Contract Road Maintenance Requirements Summary

| Road | Termini | | Miles | Applicable Prehaul Road Maintenance Specifications | | | | | | | | | |
|------|---------|----|-------|--|--|--|--|--|--|--|--|--|--|
| | From | To | | | | | | | | | | | |
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P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable During Haul Road Maintenance Specifications | | | | | | | | | |
|------|---------|----|-------|--|--|--|--|--|--|--|--|--|--|
| | From | To | | | | | | | | | | | |
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P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable Post Haul Road Maintenance Specifications | | | | | | | | | |
|------|---------|----|-------|--|--|--|--|--|--|--|--|--|--|
| | From | To | | | | | | | | | | | |
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P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Description of work required by the above listed T-specs is shown in the following ROAD MAINTENANCE REQUIREMENTS SPECIFICATION table, and included in the timber sale contract.

INSTRUCTIONS: Include in all new contracts requiring road maintenance work or road maintenance deposits.

TABLE FORMATS, FONTS, ETC., ARE NOT TO BE CHANGED OR ALTERED.

For use with TIM, the table is inserted into the contract on the page following the provision. If the provision is on page "21", the table will be numbered page "22", 22a, 22b, 22c, etc., and titled "CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)". Enter Sale Name, Page number, and table data. Font is Courier New, size 8.

SEE SAMPLE TABLE FOR ASSISTANCE IN COMPLETING TABLE.

Sale Name:

Page

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

[illegible]

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

| Column No. | Heading | Entry | Explanation |
|------------|-------------------------------|----------------------|---|
| | Any | Blank | Except as otherwise described, no entry indicates Purchaser is not authorized or required to perform the work item(s). |
| | Any | RC | This work requirement applies only when haul of sale related construction materials occurs. |
| 2 | Special Project Specification | Number | Entry indicates Special Project Specification which applies. |
| 3 | Travel Way | EX | Purchaser shall maintain the traveled way to the width existing upon entry, or at the completion of Specified Road work. |
| | | Numbers | Purchaser shall maintain the traveled way to the standard width indicated by the entry, plus curve widening, in accordance with Section T-811. If required, the road template shall be shaped to this width and to the designated cross slope before haul and during recurring maintenance. |
| | | IS, C, OS, F, or AI | Cross slopes are designated as: IS (Inslope), C (Crown), OS (Outslope), F (Flat), AI (As Is). |
| | | A or B | If compaction is required. |
| 4 | Brush and Log Out | Numeric & R and or L | Purchaser shall remove brush for specified width on either or both the right (R) side or left (L) side of road. |
| | | As Staked | Limits of brushing are as staked or marked in the field. |
| | | OPT | Purchaser may use hand or mechanical means of brushing. |
| | | H | Only hand brushing may be used. |

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

| Column No. | Heading | Entry | Explanation |
|------------|----------------------|-------------------|--|
| 5 | Surfacing | Aggregate Grading | Purchaser shall place surfacing on roads listed according to the grading indicated. |
| | | D | Contractor is to make deposits for listed road maintenance, including surface rock replacement. |
| 6 | Dust Abatement | OPT | Product selection is Purchaser's choice from those listed in Section T-812. |
| | | Product Abbr. | Unless otherwise agreed, Purchaser is restricted to product listed corresponding to the abbreviation shown in Section T-812; (i.e., LigS = Lignon Sulfonate) Application rates are estimated amounts. |
| | | EX | Purchaser shall abate dust on the existing width |
| | | Numbers | Purchaser shall abate dust to the width indicated by entry. |
| 7 | Seasonal Maintenance | W | Waterbars and/or crossditching shall be required prior to expected seasonal precipitation. |
| | | B | Entrance barriers shall be installed by Purchaser prior to nonuse periods. |
| 8 | Snow Removal | TS | Snowplowing authorized for Purchaser's Operations without recreation access being provided per Section T-803 requirements. |
| | | JU | Snowplowing authorized, but must provide for recreation joint use per Section T-803 requirements. |
| | | Blank | Snowplowing is not authorized. Forest Service may authorize plowing by permit when not in conflict with other uses. |
| 9 | Post Haul | P | P denotes that work is Purchaser's Responsibility to perform. |

C5.31# (07/2001) INSTRUCTIONS FOR SPECIFICATION TABLE

INSTRUCTIONS: Include in all new contracts, and at time of extension and scheduled rate redetermination, when Road Maintenance specifications are needed. Expand or reduce the length of the table as needed.

TABLE FORMATS, FONTS, ETC., ARE NOT TO BE CHANGED OR ALTERED.

For use with TIM, the ROAD MAINTENANCE REQUIREMENTS SPECIFICATION table is inserted into the contract on the page following the Contract Road Maintenance Requirements Summary table. If the Contract Road Maintenance Requirements Summary table is on page "21", the ROAD MAINTENANCE REQUIREMENTS SPECIFICATION table will be numbered page "22", 22a, 22b, 22c, etc., and titled "ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE_PURSUANT TO C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)". Enter Sale Name, Page number, and table data. Font is Courier New, size 8.

SEE SAMPLE TABLE FOR ASSISTANCE IN COMPLETING TABLE.

| <u>Column</u> | <u>Instruction</u> |
|---------------|--|
| 1. | Use full number for road, and mile posts or other brief description for termini. |
| 2. | List all special project specifications which apply. |
| 3. | If Purchaser performance is required, enter proper code for width, cross slope, and compaction. |
| 4. | Use code as shown in Specification Code Table. |
| 5. | Enter rock gradation for applicable roads; at end of row display total rock quantities for each gradation. |
| 6. | Enter estimated application rates, for initial and follow-up applications, for all specified products. |
| 7. | Enter W if waterbarring or cross ditches will be required. Enter B if entrance barrier will be required. |
| 8. | Use code as shown in Specification Code Table. |
| 9. | Use code as shown in Specification Code Table. |

SAMPLE

SAMPLE

SAMPLE

SAMPLE

Sale Name: Sumagowi

Page 22

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Contract Road Maintenance Requirements Summary

| Road | Termini | | Miles | Applicable Prehaul Road Maintenance Specifications | | | | | | | | | |
|---------|-------------------|-------|-------|--|-------|-------|--|--|--|--|--|--|--|
| | From | To | | T-811 | T-842 | T-851 | | | | | | | |
| 1200550 | MP1.5 | MP2.8 | 1.3 | P | P | P | | | | | | | |
| 1200560 | Jct Rd 1200550 | MP5.1 | 0.3 | P | P | P | | | | | | | |
| 1200565 | MP0.0 | MP1.2 | 1.2 | P | P | P | | | | | | | |
| | | | | | | | | | | | | | |
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P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable During Haul Road Maintenance Specifications | | | | | | | | | |
|---------|-----------------|-------------------|-------|--|-------|-------|-------|-------|--|--|--|--|--|
| | From | To | | T-803 | T-811 | T-831 | T-834 | T-838 | | | | | |
| 1200550 | MP1.5 | MP2.8 | 1.3 | P | P | P | P | P | | | | | |
| 1200560 | MP4.8 | MP5.1 | 0.3 | P | P | P | P | P | | | | | |
| 1200565 | MP0.0 | MP1.2 | 1.2 | P | P | P | P | P | | | | | |
| 5200 | County Rd 52 | Jct Rd 1200550 | 5.2 | D | D | D | D | D | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable Post Haul Road Maintenance Specifications | | | | | | | | | |
|---------|-------------------|-------|-------|--|-------|-------|--|--|--|--|--|--|--|
| | From | To | | T-811 | T-835 | T-841 | | | | | | | |
| 1200550 | MP1.5 | MP2.8 | 1.3 | P | P | P | | | | | | | |
| 1200560 | Jct Rd 1200550 | MP5.1 | 0.3 | P | P | P | | | | | | | |
| 1200565 | MP0.0 | MP1.2 | 1.2 | P | P | P | | | | | | | |
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P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Description of work required by the above listed T-specs is shown in the following ROAD MAINTENANCE REQUIREMENTS SPECIFICATION table, and included in the timber sale contract.

SAMPLE

SAMPLE

SAMPLE

SAMPLE

Sale Name: Sumagowi

Page 22b

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

| Column No. | Heading | Entry | Explanation |
|------------|-------------------------------|----------------------|---|
| | Any | Blank | Except as otherwise described, no entry indicates Purchaser is not authorized or required to perform the work item(s). |
| | Any | RC | This work requirement applies only when haul of sale related construction materials occurs. |
| 2 | Special Project Specification | Number | Entry indicates Special Project Specification which applies. |
| 3 | Travel Way | EX | Purchaser shall maintain the traveled way to the width existing upon entry, or at the completion of Specified Road work. |
| | | Numbers | Purchaser shall maintain the traveled way to the standard width indicated by the entry, plus curve widening, in accordance with Section T-811. If required, the road template shall be shaped to this width and to the designated cross slope before haul and during recurring maintenance. |
| | | IS, C, OS, F, or AI | Cross slopes are designated as: IS (Inslope), C (Crown), OS (Outslope), F (Flat), AI (As Is). |
| | | A or B | If compaction is required. |
| 4 | Brush and Log Out | Numeric & R and or L | Purchaser shall remove brush for specified width on either or both the right (R) side or left (L) side of road. |
| | | As Staked | Limits of brushing are as staked or marked in the field. |
| | | OPT | Purchaser may use hand or mechanical means of brushing. |
| | | H | Only hand brushing may be used. |

SAMPLE

SAMPLE

SAMPLE

SAMPLE

Sale Name: Sumagowi

Page 22c

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

| Column No. | Heading | Entry | Explanation |
|------------|----------------------|-------------------|---|
| 5 | Surfacing | Aggregate Grading | Purchaser shall place surfacing on roads listed according to the grading indicated. |
| | | D | Contractor is to make deposits for listed road maintenance, including surface rock replacement. |
| 6 | Dust Abatement | OPT | Product selection is Purchaser's choice from those listed in Section T-812. |
| | | Product Abbr. | Unless otherwise agreed, Purchaser is restricted to product listed corresponding to the abbreviation shown in Section T-812; (i.e., LigS = Lignon Sulfonate) Application rates are estimated amounts. |
| | | EX | Purchaser shall abate dust on the existing width |
| | | Numbers | Purchaser shall abate dust to the width indicated by entry. |
| 7 | Seasonal Maintenance | W | Waterbars and/or crossditching shall be required prior to expected seasonal precipitation. |
| | | B | Entrance barriers shall be installed by Purchaser prior to nonuse periods. |
| 8 | Snow Removal | TS | Snowplowing authorized for Purchaser's Operations without recreation access being provided per Section T-803 requirements. |
| | | JU | Snowplowing authorized, but must provide for recreation joint use per Section T-803 requirements. |
| | | Blank | Snowplowing is not authorized. Forest Service may authorize plowing by permit when not in conflict with other uses. |
| 9 | Post Haul | P | P denotes that work is Purchaser's Responsibility to perform. |

WO-C5.32#, 2400-6

C5.32# – ROAD MAINTENANCE DEPOSIT SCHEDULE. (8/12) Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in C5.31#.

Purchaser and Forest Service may agree in writing on adjustment of such rates. If Purchaser uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Purchaser's use of such roads.

The Required Deposits for Forest Service work in lieu of Purchaser performance are \$<> per 1/<> for recurrent maintenance, and \$<> per 1/<> for deferred maintenance.

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's office.

| Deposit Made To | Rate | Unit of Measure |
|-----------------|------|-----------------|
| <u>2/</u> | | |
| | | |

WO-C5.32#, 2400-6

INSTRUCTIONS: Include in all new contracts with road maintenance deposits.

Include C5.31# as a companion provision.

1/ Enter the unit of measure.

2/ Enter "NA" when no deposits are to be made to a third party under the terms of a written Road Maintenance Agreement.

Sale Name:

Page

TABLE PURSUANT TO C5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)

Tree Designation Table

| Deposit Made To | Rate | Unit of Measure |
|-----------------|------|-----------------|
| 2/ | | |
| | | |

R6-C6.22#, 2400-6

C6.22# – PROTECTION OF IMPROVEMENTS. (7/01) Unless otherwise agreed to in writing, Purchaser shall move or relocate the improvements listed in the following table to locations and in a manner as specified in drawings or in specifications attached hereto. Improvements shall be returned to their original locations following Purchaser's operations.

See attached table for improvements to be moved.

Type of Improvement

Move or Relocate to

<>

INSTRUCTIONS: Use in contracts where Forest Service owned improvements will be moved because of Purchaser's operations. The improvements must be named or described as well as shown on the Sale Area Map. Drawings or plans must be attached to the contract. Include the cost of this work in the appraisal as an UNUSUAL ADJUSTMENT.

DO NOT MAKE B6.22 INAPPLICABLE.

For use with TIM, the table of improvements to be moved is inserted into the contract on the page following the provision. For example, if the provision is on page "21", the table will be numbered page "22", and titled "TABLE PURSUANT TO C6.22# – PROTECTION OF IMPROVEMENTS (07/2001)". Enter Sale Name, Page number, and table data. Font is Courier New, size 8.

Example:

TABLE PURSUANT TO C6.22# – PROTECTION OF IMPROVEMENTS (07/2001)

Type of Improvement

Trail #22567, approximately 400 feet through Unit 6.

Barb wire fenceline in Unit 2.

Move or Relocate to

As flagged on the ground by the Forest Service and according to specifications attached to the contract.

Cut fence as needed for operations. Fence will be repaired by Purchaser following operations in unit 2.

Sale Name:

Page

TABLE PURSUANT TO C6.22# - PROTECTION OF IMPROVEMENTS (07/2001)

Type of Improvement

Move or Relocate to

WO-C6.24#, 2400-6

C6.24# – SITE SPECIFIC SPECIAL PROTECTION MEASURES. (4/04) Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:
1/

Cultural Resource Protection Measures:

Wildlife and Botanical Protection Measures:

Cave Resource Protection Measures:

INSTRUCTIONS: Include in all contracts where special protection measures have been identified on the sale area map or on the ground. Use the symbol in FSH 2409.18, sec.53.44 for biological and cave resources. Do not show cultural resources on the sale area map. Cultural resources should be marked on the ground and the purchaser may be provided a separate cultural resource map that is exempt from disclosure under the Freedom of Information Act.

Do not list B6.24 as inapplicable in A21.

1/ List special protection measures needed.

R6-C6.315#, 2400-6

C6.315# - SALE OPERATION SCHEDULE. (6/94) Unless otherwise agreed to between Purchaser and Forest Service, Purchaser's Operations shall be performed in accordance with the following schedule.

See attached schedule.

| <u>Subdivisions</u> | <u>Operation Conditions</u> | <u>Purpose</u> |
|---------------------|-----------------------------|----------------|
|---------------------|-----------------------------|----------------|

<>

INSTRUCTIONS: Use this provision to show all restrictions, permitted periods and required completion dates for Purchaser Operations on this sale except those covered in the C5.12# Road Use List or C6.25#. List only required restrictions. The purpose is to eliminate conflicts with Forest resource values as prescribed in the Forest Plan and documented in the NEPA decision and document. Schedule must spell out if the condition is a restriction during which operations are not allowed or a time period during which operations must be completed. Include all conditions for each subdivision in one entry (see example for Subdivision 13 below).

For use with TIM, the schedule is inserted into the contract on the page following the provision. For example, if the provision is on page "21", the schedule will be numbered page "22", and titled "SCHEDULE PURSUANT TO C6.315# - SALE OPERATION SCHEDULE (06/1994)". Enter Sale Name, Page number, and schedule data. Font is Courier New, size 8.

Following are some examples for completing the schedule:

SCHEDULE PURSUANT TO C6.315# – SALE OPERATION SCHEDULE
(06/1994)

| <u>Subdivision</u> | <u>Operation Conditions</u> | <u>Purpose</u> |
|--------------------|--|--|
| 2 | Removal must be completed prior to October 31, 2004. | Removal of deteriorating timber, Priority I. |
| 1, 3 | All operations must be completed between July 1 and September 30. | Protect big game habitat. |
| 4 | No operations are allowed from 3 days prior to the beginning of bull hunting season until 3 days after the end of that season. | Quality hunt. |
| 5 | All operations must be completed during the Normal Operating Season. | Protection of municipal watershed. |
| 8 | Yarding will be restricted to periods when there is a snow cover of at least 24 inches. | Protect residual vegetation. |
| 13 | No road construction on Rd.5552 on Saturday, Sunday, or holidays. | Public safety at recreational areas. |
| N/A | Per C6.35, off-road equipment shall be cleaned prior to coming onto the sale area. | Reduce introduction of noxious weeds of concern. |
| 15, 16 | Per C6.35, off-road equipment shall be | Reduce spread of noxious weeds of |

cleaned prior to moving from these Subdivisions. concern.

Sale Name:

Page

SCHEDULE PURSUANT TO C6.315# - SALE OPERATION SCHEDULE (06/1994)

Subdivision

Operating Conditions

Purpose

<>

WO-C6.32#, 2400-6

C6.32# – PROTECTION OF RESERVE TREES. (4/04) Purchaser's damage or destruction of reserve trees described in C2.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Purchaser shall pay as fixed, agreed, and liquidated damages \$1/<> for each 2/<> reserve tree and \$1/<> for each 2/<> reserve tree damaged or destroyed by Purchaser's Operations, in addition to amounts payable under B3.45 and B3.46.

Damage, as used herein, includes any injury to the living crown, bole, or roots of reserve trees. If areas are marked on the ground around such reserve trees, operation of heavy equipment or skidding of products within the area shall be considered to be damage to the tree.

INSTRUCTIONS: Include in sales where certain trees or groups of trees (such as trees reserved for wildlife, seed trees, superior trees, research trees, etc.) are not to be cut within clearcutting units, overstory removal units, understory removal units, road clearing limits, or other authorized clearings.

Include C2.3# as a companion provision.

Do not list B6.32 as inapplicable in A21.

1/ The dollar entry should reasonably represent the special value or average investment in such trees.

2/ Enter the type of reserve tree or enter N/A.

TRAFFIC CONTROL PLAN AND SPECIFICATIONS PURSUANT TO B6.33 SAFETY

Unless otherwise agreed in writing in accordance with B6.33 Safety, the following measures are required to provide adequate warning of hazards for users of roads and trails adjacent to Purchaser's Operations.

Part I. Signing and Other Warning Methods:

(a) Signs. The following signs are required when Purchaser's Operations are in progress adjacent to or on Forest Service controlled roads and trails:

| <u>MINIMUM LETTER SIZE AND LEGEND</u> | <u>MINIMUM SIZE AND SHAPE</u> | <u>WHEN AND WHERE REQUIRED</u> |
|---|-----------------------------------|--|
| 1. LOGGING OPERATIONS NEXT <> MILES (4" letters) | 24" x 36" (rectangle) | Min. 100 ft. outside of any continuous work areas, on roads listed in C5.31# and trails listed in Part II. |
| 2. LOGGING OPERATIONS (4" letters) | 30" x 30"(diamond) | To be used in conjunction with "Logging Operations Next <> Miles" and where work area is not continuous. |
| 3. FOR LOGGING USE ONLY (4" letters) | 30" x 30"(diamond) | Required where roads listed in C5.31# and temporary roads intersect with C5.31# roads. Install a cross ditch to discourage use when sign is covered or removed for extended periods. |
| 4. TRUCKS (4" letters) | 30" x 30"(diamond) | At critical intersections on roads listed in C5.31# when traffic is heavy or otherwise exceeds volumes stated in Part II below. Remove or cover when the sign is not applicable. |
| 5. END LOGGING | 24" x 36" (rectangle) | Use in conjunction with "Logging Operations Next <> |

OPERATIONS
(4" letters)

Miles" and "Logging
Operations."

6. TREE
FELLING
AHEAD
(4" letters)

30" x 30"(diamond)

Required 200 feet in advance of
danger area where timber is
being felled adjacent to all
roads, including temporary
roads, and trails.

7. ROAD
MACHINERY
AHEAD
(4" letters)

30" x 30"(diamond)

Required at least 200 feet in
advance of Purchaser road
maintenance operations on
roads listed in Schedule
C5.31#.

**TRAFFIC CONTROL PLAN AND SPECIFICATIONS PURSUANT TO B6.33
SAFETY (continued)**

All signs shall meet requirements as specified in Parts 1 and 6 of the Manual of Uniform Traffic Control Devices (MUTCD).

Sign borders and lettering shall be black. Borders are 7/8 inch wide, inset 5/8 inch from outside edge of sign. All sign backgrounds shall be orange, except that signs that need to be seen both day and night shall be retroreflective orange or illuminated.

Signs shall be installed on posts, with a 5 foot minimum height above road surface, or on temporary supports complying with MUTCD standards.

All signs are to be removed or covered when operations are interrupted for seasonal nonuse or other extended periods.

Purchaser shall furnish flag personnel and advance warning signs when cable or helicopter logging above roads or trails, felling adjacent to roads or trails, where logs being bucked may roll into roads or trails, and in areas where fallout from blasting may occur. Except as identified in Part II, Purchaser may temporarily block roads listed in C5.31# and temporary roads in lieu of furnishing flag personnel. On roads controlled by other jurisdictional authorities, Purchaser shall receive approval from that authority for Purchaser's safety measures and traffic control plans before commencement of operations.

(b) Barricades. On roads listed in C5.31#, if Purchaser's Operations cause the traveled way or road shoulders to be constricted overnight, or longer, by such obstructions as decked logs, parked equipment, or piled slash, Purchaser shall place barricades on both sides of the encroaching obstruction to safely channel traffic around such obstructions. Barricades shall remain in place until the obstruction is removed.

Barricades shall be Type II and meet specifications in MUTCD, Part 6. Barricades must be at least 3 feet high. Rails must be at least 2 feet long. Striping shall be alternating orange and white, sloping at a 45 degree angle, and reflectorized. For rails 2 feet to 3 feet long, striping shall be 4 inches wide. For rails longer than 3 feet, striping shall be 6 inches wide. Two rails, 8-12 inches in width, must face each direction.

(c) Other Traffic Control Methods. The posting of CB channel signs may be authorized.

On roads listed in C5.31#, Purchaser may be authorized to install temporary gates, barricades (except cables), or natural barriers. The devices must be installed with the necessary hazard markers, be reasonably passable by Forest

Service, and be removed to acceptance of the subdivision being served by the road.

Sale Name:

Page:

Part II. Specific Requirements:

Purchaser and Forest Service agree to the above stated requirements of the Traffic Control Plan:

Name

Name

Purchaser Title

Forest Service Title

Date

Date

R6-C6.36# (3/17), 2400-6

C6.36# - ACCEPTANCE OF WORK. (03/17) Upon Purchaser's written request and assurance that marking of leave trees in a cutting unit has been completed in accordance with C2.355# Designation by Prescription, the Forest Service shall perform an inspection within 5 days, excluding weekends and federal holidays, so as not to unnecessarily delay progress of Purchaser's operations. Unless otherwise agreed in writing, procedures to be completed by the Forest Service for inspecting Purchaser marking of leave trees under C2.355# are listed on the following page(s). Once marking in a cutting unit is completed and accepted by Forest Service, no Marked leave tree shall be cut by Purchaser without prior authorization from Forest Service.

INSTRUCTIONS: Mandatory for use on contracts that use provision C2.355# Designation by Prescription AND REQUIRE MARKING BY PURCHASER. Forest Service will describe the methods to be used to determine compliance with the prescription. Method must state how the Forest Service will inspect the marking (plots, walk thru, drones, SR-71 Blackbird, Russian satellites, ISS, etc). Use a range of values instead of absolute numbers, i.e., 60-80 BA vs 70 BA, 95% - 99% vs 100% in determining compliance with the prescription.

Coordinate with silviculture and sale administration to determine the inspection method(s) to be completed by sale administration and included in the contract. The coordination is to assure the methods are sufficient to allow the sale administrator to measure compliance with specifications, requirements, and end results contained in provision C2.355#. Keep 'em simple, non-complex, and straight forward to avoid FS breaching the contract by not following stated inspection procedures.

The table format shown below is to be used for displaying Forest Service inspection methods

SAMPLE

Sale Name: Hoodoo

Page 44a

Forest Service Inspections Method(s) Pursuant to C6.36# Acceptance of Work (03/2017)

| Subdivision or Cutting Unit | Inspection Method(s) |
|-----------------------------|---|
| 1-5 | Inspecting Purchaser marking will be done by variable plot (point sampling) with at least one plot per three acres. Each cutting unit will have at least three plots. Plot locations will be random and determined by a non-biased method. A basal area factor of 20 will be used with the average Basal Area on the unit to be between 60 and 80 BA. Each cutting unit will be evaluated and approved separately. In addition to inspecting the basal area of leave trees, the inspection will also evaluate compliance with prescription requirements pertaining to selection of species, quality of leave trees, and spacing or juxtaposition standards for these units included in provision C2.355#. |
| 6 | The prescription is salvage and will be inspected by walk thru exams. Forest Service will determine if only trees with at least 20% live green crown and no evidence of insect activity and over 90% of the unit were marked, as stated in the provision. |

| | |
|--|--|
| | |
|--|--|

Sale Name:

Page

FOREST SERVICE INSPECTIONS METHOD(S) PURSUANT TO C6.36# ACCEPTANCE OF WORK (03/2017)

| Subdivision or Cutting Unit | Inspection Method(s) |
|--------------------------------|----------------------|
| | |
| | |

R6-C6.405, 2400-6

C6.405 – ALTERNATE REMOVAL OF INCLUDED TIMBER. (5/05) Purchaser and Forest Service may agree to alternate removal requirements of Included Timber contained in A2. Alternate removal requirements are to be set forth in an agreement signed by both Purchaser and Contracting Officer. The terms of the agreement binds both parties and becomes part of the timber sale contract.

The development and execution of the agreement is based upon the determination by the Contracting Officer that removal of Included Timber is economically impractical if Purchaser has no ready market for such logs in the tributary area. A tributary area is defined as the area in which the Purchaser and competitors regularly deliver saw logs, or 200 miles from the Sale Area, whichever distance is greater.

The agreement for alternate removal requirements shall be executed prior to removing any timber from the Subdivisions included in the agreement. Alternate removal requirements shall apply only to whole units and not to portions of units. All material meeting alternate removal specifications shall be cut and removed to locations designated in the agreement.

Volumes of material with alternate removal requirements will be determined from the National Cruise report for the sale. Purchaser will be charged for the following:

- a) stumpage value at current contract rates of the alternatively removed timber;
- b) plus the cost of other work required by the Forest Service to dispose of alternatively removed material;
- c) plus the difference between the appraised transportation cost of the Sawtimber and/or Nonsawtimber material involved and the appraised transportation cost of the alternative.
- d) minus any work required to be completed by the Purchaser associated with alternate removal requirements.

Charges will be debited to the Purchaser's timber sale account.

Upon acceptance of the alternate removal requirements, the Subdivision will be removed from the Sale Area under B6.36.

Title to material included in the alternate removal agreement shall remain with the Forest Service.

INSTRUCTIONS: Include in all contracts, and if requested by the Purchaser, existing contracts at time of extension or modification. PROVISION APPLIES TO BOTH SAWTIMBER AND NONSAWTIMBER PRODUCTS. NEPA analysis of the alternate removal proposal and requirements has been completed by the appropriate resource specialists and signed off by the responsible official.

Determination of economically impractical by the Contracting Officer (CO) will be by the Purchaser providing three letters from various mills stating they are not taking saw and/or nonsaw material, or by the CO calling local mills and documenting three rejections on the buying of saw and/or nonsawtimber, and documenting the results, or by other similar methods, with documentation, to confirm the lack of a ready market for the saw and/or nonsaw material.

The written agreement shall contain at least the following;
Sale Name, Contract Number, and Purchaser.
Rationale for the agreement.
Subdivisions involved.
Product(s) and Volume(s) with alternate removal requirements.

Specifications of material included in agreement.

Rates to be paid by Purchaser for material to be removed.

Description of alternate removal requirements.

Costs to be paid by Purchaser for alternate removal requirements. Work completed by Purchaser to meet alternate removal requirements will be included in calculating the total amount owed by Purchaser.

Signatures of parties entering into the agreement; Contracting Officer for the government.

Map of location of alternate disposal site, as needed.

Documentation of economically impractical, calculation of Forest Service and Purchaser costs, etc.

Develop costs for the most likely disposal method. Actual disposal by the Forest Service can be different than the costed method.

A copy of the completed agreements shall be sent to the RO for monitoring purposes.

This provision can be added to existing contracts with mutual agreement. Modification of the existing contract will be necessary to include this provision.

Refer to the following sample agreement. Use this format in completing the agreement.

Sale Name:

Page 1 of <>

AGREEMENT PURSUANT TO C6.405 - ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)

ALTERNATE REMOVAL AGREEMENT

TO BE COMPLETED UPON REQUEST BY, AND AGREEMENT WITH, THE PURCHASE

Sale Name: Meadow Creek

Page 1 of 3

SAMPLE

SAMPLE

SAMPLE

SAMPLE

AGREEMENT PURSUANT TO C6.405 - ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)

ALTERNATE REMOVAL AGREEMENT

Sale Name: Meadow Creek Timber Sale
Contract #: 22345
Purchaser: Joe Jippo Logging
Haul/Scale Cost from Appraisal: \$12.59/CCF
Loading Cost from Appraisal: \$15.68/CCF
Current Contract Rate Nonsawtimber: \$0.65/CCF
Current Contract Rate Sawtimber: \$15.88/CCF

Rationale for the Agreement: Market conditions have changed significantly since the sale was sold resulting in the closing of two local chip outlets for nonsaw material, and oversupply of Ponderosa Pine sawtimber less than 8" dbh. The next closest outlet is over 250 miles away. The delivered log price of chip and small diameter sawtimber material does not pay for the haul to the outlet. See attached three letters documenting non-buying of saw and nonsawtimber material.

Subdivisions: 2, 5, 12, and 14

Products and Volumes (from unit volume summary report) - Saw and Nonsawtimber from selected Subdivisions.

| <u>Subdivisions</u> | <u>PP - Sawtimber (CCF)</u> | <u>All Species - Nonsawtimber (CCF)</u> |
|---------------------|---------------------------------|---|
| 2 | 50 | 55 |
| 5 | 45 | 12 |
| 12 | 105 | 176 |
| 14 | 352 | 589 |
| Total | 552 CCF | 832 CCF |

AGREEMENT PURSUANT TO C6.405 - ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)ALTERNATE REMOVAL AGREEMENT

Specifications of Material with Alternate Removal Requirements:

| Species | Product | Estimated Quantity | Unit of Measure | Minimum Specifications | | | | |
|---------------------------------------|---------------|--------------------|-----------------|--|-----------------------------------|------------------------------|--|-----------------------------------|
| | | | | Merchantable Tree | | Piece Required to be Removed | | |
| | | | | Diameter Breast High (d.b.h.) (inches) | Number of Minimum Pieces per Tree | Length (feet) | Diameter Inside Bark at Small End (inches) | Net Measure in % of Gross Measure |
| Ponderosa Pine | Saw-timber | 552 | CCF | 8.0 | 1 | 8.0 | 5.0 | 40 |
| All Species in Units 2, 5, 12, and 14 | Nonsaw-timber | 832 | CCF | 8.0 | 1 | 8.0 | 5.0 | 40 |

Value of Material Alternatively Removed:

Saw \$15.88/CCF x 552CCF = \$ 8,765.76

Nonsaw \$0.65/CCF x 832CCF = \$ 540.80 TOTAL \$ 9,306.56

Haul/Scale Cost from Appraisal: \$2.87/CCF x 1,384CCF = \$ 3,972.08

Haul by Purchaser to the Alternate Disposal Site: \$1.28/CCF x 1,384CCF = \$ 1,771.52

Loading Cost from Appraisal: \$15.68/CCF

Loading of Alternate Material by Purchaser: \$15.68/CCF. No loading cost will be accessed due to Purchaser loading and hauling material to alternate location.

Purchaser Work: Seed, scarify and close Road 5300250, \$1,200.00

Description of Alternate Removal Requirements: Purchaser shall cut and yard as originally planned for the unit, and haul the saw and nonsawtimber material in these units to the large existing landing at the end of road 5300250. This is a 200 foot spur road that is currently closed. Purchaser is authorized to open the road and do maintenance for the haul, per FS requirements. This material shall be piled no closer than 20 feet from the dripline of any tree. Piles shall be tight and free of dirt, and covered with black plastic of at least 4mil thickness to within 3 feet of the ground. Protruding pieces shall be severed to the edge of the pile. Purchaser shall seed, scarify and close the road. Forest Service will burn the pile later.

AGREEMENT PURSUANT TO C6.405 - ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)
(continued)

ALTERNATE REMOVAL AGREEMENT

Costs to be Paid by Purchaser For Additional Forest Service Disposal:

| | | | |
|---|---|----|-----------------|
| Stumpage | + | \$ | 9,306.56 |
| Burn Pile by Forest Service | + | \$ | 750.00 |
| Loading | + | \$ | 0.00 |
| Haul allowed in appraisal | + | \$ | 3,972.08 |
| Haul by Purchaser to Alternate Disposal Site | - | \$ | 1,771.52 |
| Purchaser seed, scarify, and close Road 5300250 | - | \$ | <u>1,200.00</u> |

Total Owed by Purchaser (to be billed through TSA) \$ 11,057.12

/s/ SMOKEY BEAR
Name

/s/ Reddy Kutt
Name

Contracting Officer
Title

President
Title

December 15, 2004
Date

December 20, 2004
Date

R6-C6.41#, 2400-6

C6.41# - SPECIFIC REQUIREMENTS. (1/00) Notwithstanding B6.41, B6.411, B6.5 and B6.61, felling objectives shall be accomplished by the type of felling methods and equipment listed herein. Methods or equipment other than those specified may be approved. For Subdivisions shown in the following table, Purchaser shall submit a cutting plan for Forest Service acceptance, prior to the start of felling operations.

See attached table.

FELLING METHODS

<>

SUBDIVISIONS

<>

FELLING EQUIPMENT

<>

SUBDIVISIONS

<>

INSTRUCTIONS: Use in contracts where special felling objectives are needed to comply with the NEPA documents and decisions, and Forest Plans, and not normally covered by B6.41, B6.411, B6.5, and B6.61. The definition of designated Streamcourses includes riparian areas and must be shown on Sale Area Map per B1.1 and B6.5.

For use with TIM, the table is inserted into the contract on the page following the provision. For example, if the provision is on page "21", the table will be numbered page "22", and titled "TABLE PURSUANT TO C6.41# - SPECIFIC REQUIREMENTS (01/2000)". Enter Sale Name, Page number, and table data. Font is Courier New, size 8.

Following are some examples for completing the table:

TABLE PURSUANT TO C6.41# – SPECIFIC REQUIREMENTS (01/2000)

FELLING METHODS

Within <> feet of designated Streamcourses, trees shall be felled away from the designated Streamcourses.

SUBDIVISIONS

1, 2, & 5

Mechanized felling equipment will not be allowed within <> feet of the designated Streamcourses.

3, 4, & 6

Mechanized felling equipment will not be operated on slopes greater than <> percent.

7

FELLING EQUIPMENT

Mechanical felling equipment will be limited to a boom shear/saw with minimum 20-foot reach.

SUBDIVISIONS

7

FELLING METHODS

SUBDIVISIONS

Included Timber on slopes less than 40 percent shall be carried free of the ground by a Log Forwarder as <> foot or shorter logs. The Log Forwarder shall be all wheel drive, capable of self loading and unloading, and have rear tires or track type tractive devices greater than <> inches in overall width. Log forwarders with GVW's greater than 15,000 pounds shall have a minimum of three load bearing axles. Stumps shall not be grubbed from forwarder roads except for portions requiring excavation for safety. All excavation, and any supplemental skidding of Included Timber shall be flagged and preapproved in writing prior to commencing such activity.

3, 4, 6, 7

Except for manually felled trees which exceed the harvesters capability, Included Timber shall be felled, limbed, bucked, and prebunched by a self-propelled mechanical harvester. The harvester shall place unmerchantable tops and limbs evenly in the forwarder road as it proceeds. Wherever residual trees require protection, forwarder roads shall not be more than <> feet in width, nor less than <> feet apart. Both the harvester and the forwarder may only operate on the forwarder roads. Log landings and transfer points shall be limited to existing roads and turnouts, unless otherwise agreed to in writing.

3, 4, 6, 7

Sale Name:

Page

TABLE PURSUANT TO C6.41# - SPECIFIC REQUIREMENTS (01/2000)

FELLING METHODS

SUBDIVISIONS

<>

<>

FELLING EQUIPMENT

SUBDIVISIONS

<>

<>

R6-C6.6#, 2400-6

C6.6# - EROSION CONTROL AND SOIL TREATMENT BY PURCHASER. (3/17) Erosion prevention and control work required by B6.6, shall be completed within 15 calendar days after yarding/skidding operations related to each landing are substantially completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Purchaser's Operations due to causes beyond Purchaser's control. Such on the ground designation shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground. After September 15, and as long thereafter as operations continue, the work shall be done as promptly as practicable. Damage resulting from Purchaser's Operations due to failure to perform required work shall be repaired by Purchaser.

On slopes greater than <> percent, erosion control measures will be done with methods other than mechanized equipment, unless otherwise agreed.

Where soil has been disturbed or displaced on Sale Area by Purchaser's Operations and where measures described in B6.6 will not result in satisfactory erosion control or where subsoiling is shown on Sale Area Map, the following shall be performed. If applicable, timing of the work shall be coordinated with required scarification or subsoiling.

(a) Where staked or otherwise marked on the ground by Forest Service, seed, fertilizer, and mulch will be applied as indicated in the attached seeding, fertilizing, and mulching table. All applications shall be current and done during the period from <> to <> unless otherwise agreed to. Applications shall be done only during favorable conditions. If Purchaser and Forest Service agree, seed can be applied and covered within 10 days of ground disturbance, and may be done outside the required periods.

(b) Where shown on Sale Area Map, landings, Temporary Roads and/or skidtrails/roads shall be scarified to a depth of < > inches to provide a seedbed for grass seed, fertilizer, and mulch. Seed, fertilizer, and mulch shall be spread evenly at the rates shown in the table. When the seed, fertilizer, and mulch are applied in separate operations, the second or third operations shall be within 10 days of the first or second.

(c) Where shown on Sale Area Map, landings, Temporary Roads, and skid trails/roads used by Purchaser shall be subsoiled to a minimum depth of < > inches, except that Forest Service may agree to lesser depths. Each subsoiler shank shall be equipped with a shoe and wings which has a total width of at least < > inches. The design of the shank and wings will be such that the treated, compacted soil is slightly lifted and well-fractured rather than plowed, mixed, or displaced. The distance between subsoiler shank passes shall not exceed < > inches. Treated areas shall span the total width of compaction. Subsoiling shall be kept reasonably current and shall be done during Normal Operating Season unless otherwise agreed.

(d) When agreed to, Purchaser may use alternate methods of erosion control.

Seed shall meet current Forest Service requirements, with the additional requirement that no seed containing any noxious weed seed in excess of established state limitations as listed in the current "State Noxious Weed Requirements Recognized in the Administration of the Federal Seed Act" publication will be used (commonly referred to as the "all states" noxious weed seed list). Seed shall be furnished separately or in mixture in standard containers clearly marked with: (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination (in case of legumes, percentage of germination to include hard seed); (5) percentage of weed seed content; and (6) certification that no noxious weed seeds in excess of established state standards are present. The Purchaser shall furnish the Government duplicate signed copies of a certificate, signed by a Registered Seed Technologist or Seed Analyst (certified through either the Association of Official Seed Analysis or the Society of Commercial Seed Technologists),

certifying that each lot of seed has been tested in accordance with the Association of Official Seed Analysts Standards within 12 months prior to date of application. This certificate shall include (1) name and address of laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no noxious weed seeds in excess of established state limitations are present in any kind of seed.

Legume seed shall be inoculated with approved cultures in accordance with the instructions of the manufacturer.

No seed may be applied without prior written approval by the government.

(e) Purchaser may be required to seed areas disturbed by harvest activities to prevent the spread of noxious weeds, or the establishment of new areas.

See attached application schedule.

INSTRUCTIONS: Use this provision to treat soils affected by sale operations as prescribed in the NEPA document and decision. Scarification is for seedbed preparation. Subsoiling is for compaction mitigation.

The fill-ins in item (a) should describe the acceptable season for seeding. In the attached table, show seed mixes as footnotes (4/, 5/, 7/, etc.) in the "Species Mixture" column, as designed for skid trails, landings, or other areas by Subdivision. In the second column, use the letters A-E, to indicate what areas are to be seeded. Show fertilizer by Subdivision, if these are variable in Sale Area. Otherwise, enter "All" in the first column.

Seed collection deposit is a regional rate. Forests are not to change the rate, or add a forest rate in addition to the regional rate. Include the following statement in to general section of the prospectus to notify purchaser of this deposit;

"The Purchaser will be required to pay a co-op deposit of <enter either \$.02/Ton, \$.04/CCF, or \$.05/MBF. Must match A2 UOM>for the cultivation and harvest of replacement seed of native species for use on future contracts.'

For use with TIM, the table is inserted into the contract on the page following the provision. For example, if the provision is on page "21", the table will be numbered page "22", 22a, 22b, 22c, etc., and titled "APPLICATION SCHEDULE PURSUANT TO C6.6# - EROSION CONTROL AND TREATMENT BY PURCHASER (03/2017)". Enter Sale Name and Page number, and data in the application schedule. Font is Courier New, size 8.

DO NOT CHANGE, EDIT, OR DELETE ANY TEXT IN THE SECTIONS BELOW THE APPLICATION SCHEDULE (TABLE) STARTING WITH FOOTNOTE 1 (1/). THEY ARE ALL TO BE IN ALL CONTRACTS.

Sale Name:

Page

APPLICATION SCHEDULE PURSUANT TO C6.6# - EROSION CONTROL AND SOIL TREATMENT BY PURCHASER
(03/2017)

| SUBDIVISION OR UNIT NUMBER | AREAS | SEED | | FERTILIZER | | MULCH | |
|----------------------------------|---|----------------------------------|--------|--------------------|--------|--------------------|--------|
| | A) SKID TRAILS B) FIRELINES C) TEMP. ROADS D) LANDINGS E) OTHER <u>4/</u> | APPLICATION | | APPLICATION | | APPLICATION | |
| | | SPECIES MIXTURE ^{1/} | LBS/AC | TYPE ^{2/} | LBS/AC | TYPE ^{3/} | LBS/AC |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

**SELECT THE APPROPRIATE SEED STATEMENT FROM THE FOLLOWING TWO AND DELETE THE ONE NOT USED,
AND THIS SENTENCE TOO!**

Purchaser will be responsible for purchasing the above listed seed species mixture for required erosion control seeding and/or seeding of other areas to minimize the spread of noxious weeds as directed by the Forest Service.

Grass seed will be provided by Forest Service.

The Purchaser will be required to pay a co-op deposit of <enter either \$.02/Ton, \$.04/CCF, or \$.05/MBF. Must match A2 UOM>for the cultivation and harvest of replacement seed of native species for use on future contracts.

^{1/} For sales in Oregon, the seed shall meet the State certification specifications. Seed must be packaged in containers carrying official certification labels sewn in, glued to, or printed upon the container, with the following information:

1. Variety (if certified as to variety) and kind.
2. Quantity of seed (pounds or bushels).
3. Class of certified seed (blue tags for certified seed).
4. Inspection or lot number traceable to the certifying agency's records.

For sales in Washington, the seed shall be labeled as "Prohibited and Restricted Noxious Weed Free for the State of Washington." The purchaser shall furnish a copy of the seed analysis.

For state of California lands in Region 6, seed must be certified by the state of California, or by an independent agency or company that is approved by the state of California for "prohibited and restricted noxious weed free for the state of California."

For mixtures of seed, each ingredient in excess of 5 percent must be listed with its percentage by weight and its germination percentage.

Legumes must be inoculated with nitrogen fixing bacteria before planting. The label must show the expiration date of the inoculant.

All seed treated with a fungicide or pesticide must be labeled that it is "treated" giving the name of the chemical used, and an appropriate warning or a caution statement.

^{2/} Fertilizer shall be a standard commercial fertilizer with guaranteed analysis of contents clearly marked on containers.

^{3/} Mulch shall meet the appropriate State's certification specifications, with evidence of its certification traceable to the certifying agency's records.

^{4/} Areas coded as 'E' in the table will be designated by the Forest Service for application of seed by the contractor.

R6-C6.7 (3/17), 2400-6

C6.7 - SLASH DISPOSAL. (3/17) As used in the following Subsections, the term "slash" is vegetative debris including, but not limited to, cull logs, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, rotten wood, damaged brush, damaged or destroyed reproduction, saplings or poles, resulting from Purchaser's Operations, including construction of roads or other improvements under this contract. Slash resulting from the construction of Specified Roads shall be disposed of as provided for in Section 201 of the Standard and Special Specifications and as shown in Drawings.

Any burning of slash or refuse by Purchaser is subject to C7.201.

Forest Service may agree to substitute methods of slash disposal if such substitute methods will give equally satisfactory results.

Forest Service may waive specific slash treatment requirements of the Purchaser. Purchaser's Timber Sale Account will be charged for any slash treatment requirements waived. The amount of such charges will be determined by Forest Service prior to felling operations in each Subdivision.

INSTRUCTIONS: For use in all contracts where Purchaser has any slash disposal responsibility. The NEPA decision and document must support the planned treatment of slash resulting from harvest operations. It is appropriate to treat under the timber sale contract only that vegetative debris, as defined in the provision, resulting from harvest operations. The treatment of existing slash shall not be included in timber sale contract.

INCLUDE C6.74# AND C7.201 AS COMPANION PROVISIONS.

R6-C6.74#, 2400-6

C6.74# - SLASH TREATMENT REQUIREMENTS. (2/02) Purchaser shall pile, burn, yard, construct firelines or otherwise treat slash defined in C6.7, within designated areas. Work required of Purchaser shall be in accordance with the following slash plan and specifications, and the Sale Area Map.

Unless otherwise agreed, or shown in the attached slash plan or specifications, when Included Timber is removed during Normal Operating Season, required slash work shall be completed within 30 days of removal of approximately three-quarters of the volume in the unit. When Included Timber is removed outside Normal Operating Season, required work will be completed within 30 days of the beginning of the next Normal Operating Season.

See following specifications.

INSTRUCTIONS: Use with contracts where Purchaser is required to perform any slash work, burning, or protection other than assistance in burning under C6.74# (Option 1).

INCLUDE C6.7 AS A COMPANION PROVISION.

For use with TIM, the table is inserted into the contract on the page following the provision. For example, if the provision is on page "21", the table will be numbered page "22", 22a, 22b, 22c, etc., and titled "SPECIFICATIONS PURSUANT TO C6.74# - SLASH TREATMENT REQUIREMENTS (02/2002)". Enter Sale Name and Page number, and insert specifications. Font is Courier New, size 8.

Sale Name:

Page

SPECIFICATIONS PURSUANT TO C6.74# - SLASH TREATMENT REQUIREMENTS (02/2002)

WO-C6.815, 2400-6

C6.815 – THIRD PARTY SCALING SERVICES. (4/04) Notwithstanding the requirement for Forest Service or parties under contract to Forest Service to provide Scaling services under B6.81, Scaling designated in A10 shall be conducted by a third party Scaling organization approved by Forest Service. Scaling shall be done in accordance with A9 and Purchaser shall bear costs for Scaling service.

In the event third party Scaling service is suspended for causes such as strikes, termination of third party's approval to Scale National Forest logs by Forest Service, or Purchaser's failure to pay third party Scaling costs, hauling operations shall be suspended until agreed alternate Scaling services are provided or service by third party is resumed.

When an approved alternate Scaling location pursuant to B6.811 does not have an approved third party scaling organization as a commonly used Scaling services provider, Forest Service or parties under contract to Forest Service shall provide Scaling services at the approved alternate location. In such an event, the cost of waived third party Scaling listed in A10 shall be charged to Timber Sale Account.

If Forest Service and Purchaser agree in writing that another party under contract to Forest Service will perform Scaling, the contract will be modified to include C6.816 and Timber Sale Account will be charged for such Scaling.

INSTRUCTIONS: Use only in new contracts where scaling by an approved third party scaling organization is authorized. Do not use in contracts with contract scaling.

R6-C6.84 (Option 1), 2400-6

C6.84 (OPTION 1) - USE OF PAINT BY PURCHASER. (5/05) Notwithstanding B6.842, use of paint by the Purchaser within the Sale Area in the same color(s) as used by the Forest Service in the preparation of the sale and administration of the contract will be by written approval of the Forest Service.

INSTRUCTIONS: Include in all new contracts. Purchaser is authorized to use highway-yellow paint pursuant to B6.842. This paint is purchased by the Purchaser. However, Purchaser shall not use blue, orange, or green inside the Sale Area without written approval of the Forest Service.

R6-C6.840 (4/14), 2400-6

C6.840 – Accountability. (4/14) Notwithstanding B6.84, when Weight scaled contracts offer products at different rates in A4, each product must be completely removed from a landing or decking area before another product can be removed, unless otherwise agreed to in writing by the Contracting Officer.

INSTRUCTIONS: Mandatory in all contracts with products offered at different rates (split pricing) and utilizing weight as the scale method. Also use in all contracts that include Timber Subject to Agreement under C2.11#. The intent is to insure separation in time and/or space of products of different values.

When using this provision, include the following statement in the general section of the prospectus;

‘NOTE: C6.840 is a new provision that requires each product to be removed at different times, unless otherwise agreed to in writing by the Contracting Officer. This is to assure financial and product accountability for the products offered in this contract.’

R6-C6.851 (4/14), 2400-6

C6.851 – WEIGHT OF LOST LOADS. (4/14) Purchaser shall present all loads for weighing and shall furnish a weight ticket for each load pursuant to a weighing services agreement. Any load for which a weight ticket is not provided, or the weight ticket is incomplete or unreadable, or does not include the Forest Service load receipt number, shall be considered a lost sample load with a net weight equal to the load with the heaviest net weight presented during the billing period, as established by the Forest Service.

INSTRUCTIONS: Include in all Scaled Sale contracts. Include the following statement in the general section of the prospectus:

‘NOTICE TO ALL PARTIES: Special Provision C6.851 – WEIGHT OF LOST LOADS is a new provision and is part of this contract. Any load for which no weight ticket is furnished shall be considered a lost sample load with a weight equal to the weight of the heaviest load presented during the billing period. Prospective bidders are encouraged to read the provision prior to submitting price and technical proposals.

R6-C7.1, 2400-6

C7.1 - PLANS. (9/04) The plan shall state how Purchaser's representative or alternates will be contacted in a fire emergency, both during periods of operation and at other times such as evenings or weekends. Purchaser shall certify compliance with specific fire precautionary measures included as Subsections under C7.2 - Specific Fire Precautions, before beginning operations during Fire Precautionary Period (closed season) and shall update such certification when operations change.

If helicopter yarding is required, the plan shall include a schedule of rates mutually agreed to for computing Purchaser costs incurred toward meeting Purchaser's obligations under A14, or for paying for helicopters controlled by Purchaser and used under Forest Service direction for suppressing Operations Fires or other fires on Sale Area, excluding Negligent Fires.

INSTRUCTIONS: Use with all contracts, including those being extended or modified at Purchaser's request. A14 must be changed to \$300,000 when contract is extended or modified, and add C7.11 and C7.2 provisions dated 3/89 or later at the same time if not already present.

INCLUDE C7.2 AND C7.22 AS COMPANION PROVISIONS.

C6-C7.11, 2400-6

C7.11 - ADDITIONAL AREA OF FIRE RESPONSIBILITY. (3/89) The area within 200 feet slope distance of the center line of any road constructed or reconstructed under this contract on National Forest lands outside of Sale Area shall be considered as a part of Sale Area in connection with responsibilities under B7.3 and B7.4 until the road has been accepted in writing by Forest Service.

INSTRUCTIONS: This provision will be used when Purchaser will construct or reconstruct any roads on National Forest land outside of the Sale Area.

R6-C7.2, 2400-6

C7.2 - SPECIFIC FIRE PRECAUTIONS. (9/02) When the industrial fire precaution level is I or higher, unless waiver is granted under C7.22, specific required fire precautionary measures are as follows:

A. Fire Security.

Purchaser shall designate in writing a person or persons who shall perform fire security services listed below on Sale Area and vicinity. The designated person will be capable of operating Purchaser's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Purchaser's personnel on Forest fires. Such person must report any fire detected to Forest Service within 15 minutes of detection. In lieu of having the designated person perform the required supervisory duties, Purchaser may provide another person meeting the qualifications stated above to direct the activities of Purchaser's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time Purchaser's Operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to Sale Area.

Purchaser shall furnish fire security services based on the predicted industrial precaution level, obtained by Purchaser from the appropriate Ranger District Headquarters. If predictions made after 6:00 p.m. local time, are significantly different than originally estimated, Forest Service will inform Purchaser when changes in fire security services are indicated.

B. Fire Extinguisher and Equipment (on Trucks, Tractors, Power Saws, etc.).

- a) Each yarder or loader equipped with an internal combustion engine or other spark emitting source shall be equipped with a readily accessible fire extinguisher, with an Underwriter's Laboratory (UL) Rating of at least 5 B,C.
- b) All power-driven equipment operated by Purchaser on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C and one "D" handled or long handled round point shovel, size O or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.
- c) Equipment required in (a) and (b) shall be kept in a serviceable condition and shall be readily available.
- d) Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size O or larger, except at a landing where a suitable fire extinguisher and shovel are immediately available. The extinguisher will be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.
- e) Each helicopter shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C mounted inside the aircraft within reach of the pilot's operating position.
- f) One refill for each type or one extra extinguisher sufficient to replace each size

extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on Sale Area that is protected and readily available.

- g) At each area where helicopters are being serviced or supplied, a carbon dioxide fire extinguisher with a UL rating of at least 20 B,C will be provided on the site and placed where it is available for immediate use.

C. Spark arresters and mufflers.

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard 5100-1a as shown in the National Wildfire Coordination Group Spark Arrester Guide, unless it is:

- a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.
- b) A multi-position engine, such as on power saws which must meet the performance levels set forth in the Society of Automotive Engineers (SAE) "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended.
- c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler complete with baffles and an exhaust system in good working condition.
- d) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

D. Fire Tools.

Purchaser shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters at least 1 inch high. It shall contain a minimum of:

- a) Two axes or Pulaskis with a 32 inch handle.
- b) Three adze eye hoes. One Pulaski may be substituted for one adze eye hoe.
- c) Three long handled, round point shovels, size 0 or larger.

E. Tank Truck.

Purchaser shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, skidding, loading, land clearing, right-of-way clearing, mechanical falling, and mechanical treatment of slash. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each operating side during Fire Precautionary Period (closed season), except as provided under B7.21.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4 inch nozzle tip, through a 50 foot length of poly or rubber lined hose. In addition, 500 feet of serviceable hard rubber poly or rubber lined or FJRL hose of not less than 1

inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4 inch diameter and a spray pattern shall be immediately available for use. The tank, pump, nozzle and at least 250 feet, of the total 500 feet of hose, shall be connected and ready for use at all times. Synthetic hose may be used by agreement.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours.

Where designated on Sale Area Map, Purchaser shall provide a tank trailer or water source and pumping equipment, including accessories, which can be lifted and transported by the yarding system. The component parts shall meet all specifications above. The tank trailer or water supply and pumping accessories shall be deliverable to a fire, in area of operations, within 15 minutes of detection.

In lieu of the above tank trailer or water supply for helicopter operations, Purchaser may provide a suitable helicopter water bucket with a 300 gallon capacity. When Purchaser provides a water bucket, a water source shall be provided within 5 minutes round trip flight time from operating side.

F. Communications.

During Purchaser's Operations, excluding powersaw falling and bucking, Purchaser shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. Citizen Band radios (CB's) are not considered adequate two-way communications because FCC Regulations prohibit commercial use.

G. Smoking and Open Fire Restrictions.

Smoking and fires shall be permitted only at the option of Purchaser. Purchaser shall not permit open fires on Sale Area without advance permission in writing from Forest Service.

H. Blasting.

Blasting shall be permitted only for road construction purposes unless advance permission is obtained from Forest Service.

Whenever the Industrial Fire Precaution Level is II or greater, a fire security person equipped with a long handled round point No. 0 or larger shovel and a 5 gallon backpack pump can filled with water, will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service, in areas of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

I. Compliance with State Fire Laws.

Listing of specific fire precautionary measures in the foregoing Subsections is not intended to relieve Purchaser in any way from compliance with State fire laws covering fire prevention and suppression equipment, applicable to Purchaser's Operations.

J. Aircraft Communications.

Every aircraft used in conjunction with Purchaser's Operations shall be equipped with an operable radio system. The radio system shall be capable of transmitting and receiving on VHF frequency 122.85 Megahertz (MHz) with a minimum output of 5 watts at the transmitter. The system shall be located and installed so that the pilot can operate it while flying. A shielded all-weather broad-band antenna shall be part of the system. Radio and antenna shall be properly installed and maintained.

Upon discovery or notification of a fire on Sale Area, all aircraft pilots controlled by Purchaser shall monitor VHF frequency 122.85 MHz when within 5 miles of a fire and broadcast their intentions.

K. Logging Block Equipment.

Purchaser shall provide a serviceable 5 gallon backpack pump full of water, one axe, and one long handled round point shovel, size 0 or larger, at each haulback block through which a running line passes.

The area below such blocks must be kept clear of all flammable debris under 4 inches in diameter for a distance of 6 feet in all directions. Material larger than 4 inches that poses a fire risk, such as punky logs, must also be removed.

Purchaser shall avoid line-rub on rocks or woody material which may result in sparks or sufficient heat to cause ignition of fire.

INSTRUCTIONS: Use with all contracts, including those being extended or modified.

INCLUDE C7.1 AND C7.22 AS COMPANION PROVISIONS.

R6-C7.201, 2400-6

C7.201 - BURNING BY PURCHASER. (1/93) Notwithstanding the Fire Precautionary Period limitation of B7.2, Purchaser is required to obtain written permission from Forest Service prior to any burning on the National Forest Lands.

INSTRUCTIONS: Use in all contracts.

C7.22 - EMERGENCY FIRE PRECAUTIONS. (9/04) Purchaser shall restrict operations in accordance with the Industrial Fire Precaution Levels attached. Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to Purchaser, the revised Industrial Fire Precaution Levels will supersede the attached levels.

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

| <u>LEVEL</u> | <u>INDUSTRIAL FIRE PRECAUTION</u> |
|--------------|-----------------------------------|
|--------------|-----------------------------------|

- | | |
|------|---|
| I. | Closed Season - Fire precaution requirements are in effect. A Fire Watch/Fire Security is required at this and all higher levels unless otherwise waived. |
| II. | <p>Partial Hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m. local time:</p> <p>power saws, except at loading sites;</p> <p>cable yarding;</p> <p>blasting;</p> <p>welding or cutting of metal.</p> |
| III. | <p>Partial shutdown - The following are prohibited:</p> <p>cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m. local time when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker.</p> <p>power saws - except at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m. local time.</p> <p>In addition, the following are permitted between the hours of 8 p.m. and 1 p.m. local time:</p> <p>tractor, skidder, feller-buncher, forwarder, or shovel logging operations where tractors, skidders or other equipment with a blade capable of constructing fireline are immediately available to quickly reach and effectively attack a fire start;</p> <p>mechanized loading and hauling;</p> <p>blasting;</p> <p>welding or cutting of metal;</p> <p>any other spark-emitting operation not specifically mentioned.</p> |
| IV. | General shutdown - All operations are prohibited. |

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed Season (Fire Precautionary Period): That time period each year when a fire hazard exists and as described in A12.

Hauling: Where hauling involves transit through more than one shutdown zone/regulated use area, the precaution level at the woods site shall govern the level of haul restrictions, unless prohibited by other than the Industrial Fire Precaution Level system.

Loading sites/woods site: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Advance written waiver of the above precautions may be issued by the Contracting Officer or Forest Service Representative.

Such waiver, or substitute precautions under B7.21, shall prescribe measures to be taken by Purchaser to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer or Forest Service Representative shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. Purchaser shall assure that all conditions of such waivers or substitute precautions are met.

Purchaser shall obtain the predicted Industrial Fire Precaution Level from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than originally estimated, Forest Service will inform Purchaser when changes in restrictions or industrial precautions are indicated.

INSTRUCTIONS: Include in all existing and new contracts. No modification required.

INCLUDE C7.1 AND C7.2 AS COMPANION PROVISIONS.

R6-C8.13, 2400-6

C8.13 - DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY. (9/04) Purchaser and Forest Service hereby agree, acknowledge, and accept that there is no expressed or implied warranty provided by the Forest Service that guarantees the Purchaser will be allowed to complete the removal of products sold under the terms of the contract. Upon execution of the contract, Purchaser hereby acknowledges the acceptance of the risk that this contract is subject to interruption or termination as a result of litigation associated with the environmental analysis process used by the Forest Service in the planning of this timber sale. If such interruption or termination occurs due to litigation, Purchaser agrees to accept as full compensation for such interruption remedies pursuant to B8.33, or for termination remedies pursuant to B8.34.

Instructions: Include in all new contracts.

WO-C8.212, 2400-6

C8.212 - MARKET-RELATED CONTRACT TERM ADDITION. (11/08) The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A20. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

- (i) The sale was awarded after December 31, 2006; and
- (ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Purchaser's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

INSTRUCTIONS: Include in all new contracts except those where the primary management objective requires prompt removal of the timber, such as, timber is subject to rapid deterioration, timber is in a wildland-urban interface area, or hazard trees adjacent to developed sites. May be added to existing contracts awarded after December 31, 2006, when requested by purchaser.

Make B8.212 inapplicable by listing in A21.

R6-C8.3# (Option 1), 2400-6

C8.3# (OPTION 1) – CONTRACT CHANGES. (6/04) Contract changes involving volumes and/or values will use a weight ratio of <> to convert net CCF cruise volumes to Tons.

INSTRUCTIONS: Required in contracts where the A2 unit of measure is TONS. The ratio is calculated by dividing total gross Tons by total net CCF volume. The ratio will be used on a sale as a whole basis for all contract species and products. Individual species weight ratios will not be used, unless there is only one species in the cruise.

The Forest Service will use this factor to calculate volume and value when undesignated trees are cut and removed, and liquidated damages are to be billed in addition to any stumpage payment that may be required, and in other situations, as needed.

WO-C8.4, 2400-6

C8.4 – PERFORMANCE BY OTHER THAN PURCHASER. (4/04) This Section adds subparagraph (b)(iii) to B8.4 as follows:

(iii) Specifically assumes in writing the obligations of Purchaser as listed in Small Business Certification executed by Purchaser and attached to and made a part of this contract.

INSTRUCTIONS: Include in contracts for all SBA set-asides. This is an addition to B8.4 subparagraph (b).

Include C8.73 as a companion provision.

Do not list B8.4 as inapplicable in A21.

WO-C8.41, 2400-6

C8.41 – LIMITATION OF PERFORMANCE BY OTHER THAN PURCHASER. (4/99) B8.4 and C8.4 notwithstanding, acquisition or assumption of Purchaser's rights or obligations under this contract by another party shall not be approved by Forest Service unless the party qualifies as a small business under the Small Business Act, as amended, and the regulations issued thereunder.

INSTRUCTIONS: Include in contracts where a qualified small business purchaser elects Forest Service construction of specified roads shown in sale advertisement.

Provisions C2.323 and C4.12# are companion provisions and must be included in the contract.

WO-C8.66# (Option 1), 2400-6

C8.66# (OPTION 1) – USE OF TIMBER. (4/04) (a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*).

(b) Except for ~~1/~~<> determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Purchaser shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Purchaser or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this Section, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Section, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.

INSTRUCTIONS: Include this provision in all new contracts in Regions 1 through 6.

1/ If there is surplus volume enter either "Port Orford-cedar" or "Alaska yellow-cedar" in the blank. If there is no surplus volume, enter "NONE."

WO-C8.71, 2400-6

C8.71 – TRIPARTITE LAND EXCHANGE. (4/99) Purchaser agrees that timber values for which cash payment is required under B4.0 may be applied to any land exchange transaction authorized by law under which the owner of offered lands agrees to accept the money value of timber sold for the value of land granted to the United States.

INSTRUCTIONS: Use in new contracts at time of execution (or later through contract modification) when the Forest Service has entered into a tripartite agreement to initiate a land exchange.

WO-C8.72, 2400-6

C8.72 – BIPARTITE LAND EXCHANGE. (4/04) Purchaser has offered to exchange land owned by Purchaser, as described in a separate exchange agreement. When title to offered land has been accepted by the United States, Forest Service agrees that the value of the offered land is a land exchange credit and shall be applied to charges for timber in lieu of cash deposits under B4.21. If Purchaser desires to cut timber prior to acceptance of title by the United States, cash deposits shall be refunded when title to an equivalent value of land is accepted, to the extent such deposits are not needed to satisfy other charges.

INSTRUCTIONS: Use in new contracts at time of execution (or later through contract modification) where purchaser is the owner of land conveyed to the United States under a bipartite land exchange agreement.

WO-C8.73, 2400-6

C8.73 – REQUIREMENT FOR SMALL BUSINESS PROCESSING. (4/04) To meet the requirements of the small business timber sale set-aside program, Purchaser shall not sell, trade, exchange, or otherwise convey for processing more than 30 percent (50 percent in Alaska) of the advertised sawtimber volume of this sale to a concern that is not a small business within the meaning of the small business size regulations found in 13 CFR 121.507.

Purchaser shall, at the time of execution of this contract, complete the "Small Business Certification" (SBA form 723) and submit it to Contracting Officer. The completed certification together with its provisions pertaining to the disposition, manufacturing, and record keeping requirements of Included Timber by Purchaser and other small business concerns is hereby made a part of this contract.

Upon request of Contracting Officer or an officer of the Small Business Administration, Purchaser shall furnish all records sufficient to verify eligibility and compliance with the requirements of this program. Such records may include employee payroll records, disposition of Included Timber records, and other documents as necessary.

Failure to provide records upon request, filing false information, or making false statements relating to SBA size status or failing to comply with the disposition and manufacturing requirements of Included Timber shall be considered a breach of this Subsection and may result in termination of this contract pursuant to B9.31.

INSTRUCTIONS: Include in all contracts awarded under the Small Business Timber Sale Set-aside Program. Do not include for sales offered under the Special Salvage Timber Sale Program.

Include C8.4 as a companion provision.

WO-C8.74, 2400-6

C8.74 – SSTS PROCESSING REQUIREMENTS AND RECORDS. (4/04) To meet the requirements of the Special Salvage Timber Sale (SSTS) Program, established in conjunction with the Small Business Administration, and as found in 13 CFR 121.508, Purchaser agrees:

(a) If any part of Included Timber is to be resold, that, as an eligible logger, it will accomplish a significant portion of the logging operation, exclusive of hauling, with its own employees. "Significant portion" means that Purchaser uses its own employees to accomplish two or more of the following logging elements: (i) felling and bucking, (ii) skidding/yarding, and (iii) loading. Purchaser further agrees to subcontract such SSTS logging elements not accomplished with its own employees only to concerns eligible for preferential award of an SSTS.

(b) If Included Timber is not to be resold for manufacture into lumber and timbers, Purchaser will manufacture a significant portion of the logs with its own employees. "Manufacture of logs" means, at a minimum, a breakdown of a log into the rough cut of the finished product. Purchaser further agrees to accomplish the logging of SSTS timber, exclusive of hauling, with its own employees or to subcontract such logging only to concerns eligible for preferential award of an SSTS.

(c) Upon request of Contracting Officer or an officer of the Small Business Administration, Purchaser shall furnish all records sufficient to verify eligibility and compliance with the requirements of this program. Such records may include employee payroll records, subcontracting records, disposition of Included Timber records, and other documents as necessary.

Failure to provide records upon request, filing false information, or making false statements relating to SBA size status or failing to comply with the disposition and manufacturing requirements of Included Timber shall be considered a breach of this Subsection and may result in termination of this contract pursuant to B9.3.

INSTRUCTIONS: Include in all contracts advertised under the SSTS Program.